

F.B.T. PRODUCTIONS, LLC AND EM2M,  
LLC,

PLAINTIFFS,

V.

AFTERMATH RECORDS, INTERSCOPE  
RECORDS, UMG RECORDING, INC., AND  
ARY, INC.

DEFENDANTS.

) CASE NO.  
) C 08-80040 RMW (PVT)  
)  
)  
)  
)  
) SAN JOSE, CA  
) APRIL 29, 2008  
)  
) NON-PARTY STEVE JOBS  
) MOTION TO QUASH

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE PATRICIA V. TRUMBULL  
UNITED STATES DISTRICT MAGISTRATE JUDGE

RECEIVED  
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NO APPEARANCE

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1     A P P E A R A N C E S:     (CONTINUED)

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1 SAN JOSE, CALIFORNIA

APRIL 29, 2008

2 P R O C E E D I N G S

3 THAT.

4 THE COURT: F.B.T. PRODUCTIONS VERSUS AFTERMATH  
5 RECORDS, ET AL, C 08-80040 RMW.

6 MR. RILEY: GOOD MORNING, YOUR HONOR. GEORGE  
7 RILEY; I REPRESENT STEVE JOBS, THE MOVING PARTY.

8 MR. BUSCH: RICHARD BUSCH ON BEHALF OF F.B.T.  
9 PRODUCTIONS, YOUR HONOR.

10 MS. YOUNG: GOOD MORNING, YOUR HONOR. BLANCA  
11 YOUNG FOR THE DEFENDANTS.

12 THE COURT: THIS IS STEVE JOBS' MOTION TO  
13 QUASH.

14 MR. RILEY: YES.

15 THE COURT: PLEASE PROCEED.

16 MR. RILEY: YOUR HONOR, THE UNDERLYING ISSUES  
17 IN THIS CASE ARE ONE, SOLELY OF CONTRACT INTERPRETATION.  
18 THE PLAINTIFFS IN THIS CASE ARE SEEKING BREACH OF  
19 CONTRACT REMEDIES AGAINST A PARTY TO WHOM APPLE IS NOT  
20 CONTRACTUALLY OBLIGATED WITH RESPECT TO THE UNDERLYING  
21 AGREEMENT. AND THE EXACT LANGUAGE IN DISPUTE, I THINK  
22 IT'S IMPORTANT TO FOCUS ON. IT SAYS, "ON MASTERS  
23 LICENSED TO THIRD PARTIES." THE PHRASE IN THE UNDERLYING  
24 CONTRACT BETWEEN EMINEM AND HIS RECORD COMPANY IS "ON  
25 MASTERS LICENSE TO OTHERS" FOR THE MANUFACTURE OF RECORDS

1 OR OTHER USES. THAT'S THE UNDERLYING PHRASE IN DISPUTE.

2 MR. JOBS WROTE AN ESSAY ABOUT DIGITAL RIGHTS  
3 MANAGEMENT, NOTHING TO DO WITH AGREEMENTS BETWEEN ARTISTS  
4 AND THEIR RECORD COMPANIES. AND IN THAT ESSAY, HE USES  
5 THE PHRASE, "APPLE DOES NOT OWN THE MUSIC." WE ALL AGREE  
6 ON THAT. APPLE LICENSED THE DISTRIBUTION RIGHTS FROM  
7 THIRD PARTIES, SUCH AS THE MAJOR LABELS. NOT ANYTHING  
8 ABOUT MASTERS, NOT LICENSING MASTERS, NOTHING REFERRING  
9 TO THE TERMS OF ART WHICH ARE AT DISPUTE IN THE  
10 UNDERLYING AGREEMENT.

11 NOW, SOLELY ON THE BASIS OF THAT ESSAY AND THE  
12 DESIRE THAT THE PLAINTIFFS HAD TO DEPOSE MR. JOBS ON HIS  
13 VIEWS, THEY SUBPOENAED HIS DEPOSITION IN THE MIDDLE OF A  
14 DISPUTE ABOUT WHAT DOCUMENTS APPLE WOULD HAVE TO PRODUCE,  
15 WITHOUT WAITING TO LOOK AT THOSE DOCUMENTS.

16 NOW, APPLE HAS PRODUCED THOSE DOCUMENTS -- A  
17 MAJORITY OF THOSE DOCUMENTS -- ON APRIL 15TH, AND THIS  
18 MORNING IN THE CENTRAL DISTRICT OF CALIFORNIA THERE IS A  
19 MOTION TO COMPEL ON CALENDAR WITH REGARD TO THE REMAINING  
20 DOCUMENTS. BUT WITHOUT LOOKING AT ANY OF THOSE DOCUMENTS  
21 OR EXHAUSTING IN ANY WAY THE EFFORT TO EXPLORE THE  
22 CONTRACTUAL RELATIONSHIPS -- NOT OPINIONS, BUT THE  
23 CONTRACTUAL RELATIONSHIPS BETWEEN APPLE AND UMG -- THEY  
24 NOTICED MR. JOBS' DEPOSITION. AND WE TIMELY BROUGHT ON  
25 THIS MOTION FOR PROTECTIVE ORDER. AND CLEARLY IN THIS

1 CASE, THAT SHOULD BE GRANTED.

2 I THINK THREE POINTS SHOULD BE MADE ABOUT  
3 MR. JOBS' PHRASE:

4 FIRST, IT DOES NOT REFER AT ALL TO ANY SPECIFIC  
5 AGREEMENT. IT IS A GENERAL PHRASE THAT APPLE LICENSED  
6 THE RIGHTS TO DISTRIBUTE MUSIC.

7 SECOND, IT DOES REFER TO THE KEY UNDERLYING  
8 CONCEPT OF A MASTER, AND THE INTERPRETATION OF MASTER AND  
9 MASTER LICENSE IS A MATTER OF CONTRACT DISPUTE TO WHICH  
10 APPLE HAS NO KNOWLEDGE; MR. JOBS HAS NO KNOWLEDGE  
11 WHATSOEVER.

12 AND THEN, FINALLY, EVEN IF HE DID HAVE AN  
13 OPINION ABOUT THE UNDERLYING CONTRACTUAL ISSUES -- WHICH  
14 HE DOESN'T -- THAT OPINION WOULD BE COMPLETELY IRRELEVANT  
15 HERE.

16 SO SOLELY ON THE BASIS OF RELEVANCY,  
17 PARTICULARLY AGAINST THE THIRD PARTY, THE MOTION FOR  
18 PROTECTIVE ORDER SHOULD BE GRANTED.

19 AND FINALLY, THERE IS NO DISPUTE HERE THAT  
20 MR. JOBS IS AT THE APEX OF A CORPORATE ORGANIZATION; IN  
21 FACT, TWO ORGANIZATIONS -- THE WALT DISNEY COMPANY AND  
22 APPLE -- AND THIS WOULD CLEARLY IMPOSE A BURDEN ON HIM.  
23 AND THEY HAVE NOT MET IN ANY WAY THE REQUIREMENTS THAT  
24 THIS COURT AND OTHERS HAVE SET FORTH FOR AN APEX  
25 DEPOSITION; NAMELY, UNIQUE, FIRSTHAND KNOWLEDGE,

1 NONREPETITIVE OF THE ISSUES IN DISPUTE, WHICH HERE ARE  
2 SOLELY CONTRACTUAL ISSUES OF WHICH MR. JOBS HAS NO  
3 KNOWLEDGE WHATSOEVER.

4 THE COURT: RESPONSE? WHY WOULD YOU THINK,  
5 OTHER THAN MR. JOBS GETTING UP AND TALKING ABOUT SUCH  
6 THINGS, THAT INFORMATION FROM HIM IS HELPFUL IN YOUR  
7 CASE? AND WHY SHOULD I LET YOU DO THIS?

8 MR. BUSCH: NOT ONLY IS IT HELPFUL, YOUR  
9 HONOR -- WITH ALL DUE RESPECT TO OPPOSING COUNSEL -- IT  
10 MAY BE IN FACT OUTCOME DETERMINATIVE. I THINK THAT IT'S  
11 IMPORTANT TO GO BACK BECAUSE I HAVE TO CORRECT SEVERAL  
12 DIFFERENT THINGS THAT WERE ASSERTED BY COUNSEL IN  
13 CONNECTION WITH HIS ARGUMENT.

14 FIRST OF ALL, IN CONNECTION WITH ARTIST  
15 AGREEMENTS AND AGREEMENTS BETWEEN RECORD LABELS AND  
16 ARTISTS, THERE ARE, GENERALLY SPEAKING, TWO PROVISIONS  
17 THAT GOVERN ROYALTIES. OURS IN THIS CASE IS EVEN BROADER  
18 THAN IN MOST RECORD COMPANY CONTRACTS.

19 BUT IN THIS CASE, THE PROVISION STATES --  
20 QUOTED IN SOME WAYS ACCURATELY BY OPPOSING COUNSEL --  
21 THAT "ON MASTERS LICENSED BY US OR OUR LICENSEES TO  
22 OTHERS FOR THEIR MANUFACTURE AND SALE OF RECORDS OR FOR  
23 ANY OTHER USES, YOUR ROYALTY SHALL BE IN AN AMOUNT EQUAL  
24 TO 50 PERCENT OF OUR NET RECEIPTS."

25 WHEN UNIVERSAL OR A RECORD COMPANY SELLS

1 RECORDS THEMSELVES, THEY PAY THE ARTISTS BASICALLY 12  
2 PERCENT ROYALTIES; THAT'S ANOTHER PROVISION IN THIS  
3 AGREEMENT. HOWEVER, WHEN THEY LICENSE THOSE RECORDS TO  
4 THIRD PARTIES -- LIKE THEY DO HERE -- THEY SPLIT THE  
5 PROCEEDS 50/50.

6 WITH THE ADVENT OF THE DIGITAL AGE, THIS ISSUE  
7 HAS COME TO THE FOREFRONT OF THE MUSIC INDUSTRY. IN  
8 FACT, THIS IS NOT THE ONLY CASE GOING ON WHERE THIS ISSUE  
9 IS IN PLAY. THERE'S A CASE INVOLVING SONY BMG IN THE NEW  
10 YORK -- SOUTHERN DISTRICT OF NEW YORK INVOLVING CHEAP  
11 TRICK AND THE ALLMAN BROTHERS WITH VERY SIMILAR ISSUES  
12 BEING LITIGATED; AND THE POINT BEING THAT THESE ARTISTS  
13 ARE BEING PAID AT 12 PERCENT RATHER THAN 50 PERCENT FOR  
14 THESE DIGITAL DOWNLOADS.

15 AND THE ISSUE BECOMES WHETHER THESE DIGITAL  
16 DOWNLOADS, WHETHER IT BE ITUNES, WHETHER IT BE  
17 CONDITIONAL DOWNLOADS FROM SUBSCRIPTION AGREEMENTS,  
18 WHETHER THEY ARE LICENSES FROM THE RECORD COMPANY TO THE  
19 DIGITAL DOWNLOAD COMPANIES. IT IS A VERY IMPORTANT  
20 ISSUE.

21 MR. JOBS, IN CONNECTION WITH -- MR. JOBS, FIRST  
22 OF ALL, SIGNED THE FIRST APPLE/UNIVERSAL AGREEMENT, AND  
23 HE ISSUED THIS DOCUMENT, *THOUGHTS ON MUSIC*, WHERE HE SAYS  
24 A COUPLE OF THINGS. HE SAYS, "APPLE DOES NOT OWN OR  
25 CONTROL ANY MUSIC ITSELF. IT MUST LICENSE THE RIGHTS TO



1 DISTRIBUTE MUSIC FROM OTHERS, PRIMARILY THE BIG FOUR  
2 MUSIC COMPANIES: UNIVERSAL, SONY BMG, WARNER AND EMI."  
3 HE GOES ON TO USE THE WORD "LICENSES" IN CONNECTION WITH  
4 THEIR RELATIONSHIP, THE ECONOMIC REALITIES OF THE  
5 AGREEMENTS BETWEEN THE RECORD COMPANIES AND HIS COMPANY.

6 IN THIS CASE THAT WE HAVE WHERE I'M LEAD  
7 COUNSEL IN THE F.B.T. CASE, UNIVERSAL HAS STOOD UP AND  
8 MADE JUST LAST WEEK THE VERY SAME ARGUMENT THEY ARE  
9 MAKING HERE, THAT THE RELEVANT LANGUAGE IS SOLELY RELATED  
10 TO THE AGREEMENT BETWEEN AFTERMATH AND BETWEEN F.B.T.  
11 AND EMINEM. IN FACT, THAT'S NOT CORRECT.

12 THE ISSUE IS, AS THE COURT IN THE CENTRAL  
13 DISTRICT OF CALIFORNIA JUST HELD LAST WEEK ON A MOTION TO  
14 NOT EVEN PROVIDE US THE NAMES OF THE NEGOTIATORS OF THE  
15 DIGITAL AGREEMENTS -- THE RELEVANCE IS, "IS THE PARTIES'  
16 AGREEMENTS BETWEEN THE DIGITAL DOWNLOAD COMPANIES AND THE  
17 RECORD LABELS LICENSES?" MR. JOBS HAS SAID IN A PUBLIC  
18 STATEMENT THAT THEY ARE LICENSES. AND THAT IS  
19 POTENTIALLY -- WELL, IT IS -- AN ADMISSION REGARDING THE  
20 ECONOMIC REALITY OF THE AGREEMENT THAT GOES --

21 THE COURT: AS HE UNDERSTANDS HIS AGREEMENT.

22 MR. BUSCH: AS HE UNDERSTANDS HIS AGREEMENT.

23 SO THAT'S WHY IT IS RELEVANT TO THIS CASE.

24 NOW, LET'S STEP BACK FOR A SECOND AND DISCUSS  
25 WHAT THEY HAVE DONE IN SAYING THAT MR. JOBS SHOULD NOT BE



1 DEPOSED. THEY SUBMITTED AN AFFIDAVIT BY MR. SAUL.  
2 HOWEVER, THAT AFFIDAVIT IS COMPLETELY LACKING. THERE IS  
3 NO AFFIDAVIT BY MR. JOBS SAYING HE HAS NO KNOWLEDGE.  
4 THERE IS NO AFFIDAVIT BY MR. JOBS SUGGESTING THAT THERE  
5 IS SOMEBODY ELSE IN THE COMPANY WHO COULD GIVE ANY EFFECT  
6 TO HIS WORDS IN HIS DOCUMENT THAT HE SUBMITTED PUBLICLY.  
7 THERE'S NO SUGGESTION THAT THERE'S ANYONE LOWER THAN  
8 MR. JOBS WHO COULD COMMENT ON HIS ESSAY. IT MAKES SENSE,  
9 IT'S MR. JOBS' ESSAY; IT'S MR. JOBS' LANGUAGE.

10 WE SHOULD BE ENTITLED TO QUESTION MR. JOBS  
11 ABOUT WHY HE USED THE LANGUAGE HE USED, WHY HE  
12 CHARACTERIZED THE AGREEMENTS AS LICENSES, AND WHAT IS THE  
13 ECONOMIC REALITY OF THESE AGREEMENTS BETWEEN APPLE AND  
14 THE RECORD COMPANY? THERE'S NO ONE ELSE -- THERE'S NO  
15 SUGGESTION BY APPLE THAT THERE IS ANYONE ELSE.

16 NOW, WE ARE NOT TALKING ABOUT AN ALL-DAY  
17 DEPOSITION, WE ARE TALKING ABOUT AN HOUR OR TWO. SURELY,  
18 MR. JOBS, WHO HAS REINVENTED APPLE THROUGH THESE  
19 AGREEMENTS, AND WHO HAS -- WHO HE AND HIS SHAREHOLDERS  
20 HAVE MADE BILLIONS OF DOLLARS THROUGH THESE AGREEMENTS,  
21 CAN SIT DOWN FOR A DEPOSITION TO EXPLAIN A DOCUMENT THAT  
22 HE SUBMITTED FOR AN HOUR OR TWO OF A DEPOSITION. THERE'S  
23 NO SUGGESTION HE DOESN'T HAVE KNOWLEDGE ABOUT IT, THERE'S  
24 NO SUGGESTION THAT THERE'S ANYBODY ELSE WHO WOULD, AND  
25 THERE'S NO SUGGESTION THAT THIS WOULD BE AN UNDUE BURDEN

1 JUST TO HAVE HIM SIT FOR AN HOUR OR TWO OF A DEPOSITION.

2 THE CASE LAW THAT WAS CITED BY APPLE ABSOLUTELY  
3 DOES NOT SUPPORT THEIR POSITION ON THIS BECAUSE IT  
4 DOESN'T DEAL WITH ANY CASE WHERE THE CEO SAYS -- DOESN'T  
5 SUBMIT AN AFFIDAVIT, DOESN'T SAY, "I DON'T HAVE  
6 KNOWLEDGE." AND, IN FACT, IN THE IOCOCA CASE, THE COURT  
7 SAID, "JUST BECAUSE YOU ARE A CEO, IF YOU HAVE KNOWLEDGE  
8 THAT IS RELEVANT TO A CASE, YOU CANNOT AVOID THE JUDICIAL  
9 PROCESS SOLELY BY YOUR POSITION."

10 THAT'S ESSENTIALLY WHAT'S HAPPENING HERE IS  
11 THEY ARE ATTEMPTING TO CHARACTERIZE THIS LITIGATION IN A  
12 WAY TO MAKE THE INFORMATION NOT RELEVANT WHEN IT CLEARLY  
13 IS NOT ONLY RELEVANT, BUT POTENTIALLY OUTCOME  
14 DETERMINATIVE, AND WE ARE ONLY TALKING ABOUT AN HOUR OR  
15 TWO. AND THEY HAVEN'T SUBMITTED AN AFFIDAVIT SUGGESTING  
16 ANY LOWER-LEVEL PERSON WOULD HAVE OR COULD HAVE KNOWLEDGE  
17 ABOUT MR. JOBS' ESSAY.

18 THE COURT: IS THERE A LOWER-LEVEL PERSON?

19 MR. RILEY: YOUR HONOR, THEY COULD TAKE A  
20 30(B)(6), FOR EXAMPLE, OF APPLE ON A CONTRACT AND THE  
21 ARRANGEMENTS BETWEEN APPLE AND UMG, IF THAT WERE DEEMED  
22 RELEVANT. BUT WHAT THEY ARE SEEKING IS MR. JOBS'  
23 PERSONAL OPINION ABOUT THAT CONTRACT, HIS PERSONAL  
24 OPINION. HIS VIEWS ARE IRRELEVANT, AND WE HAVE CITED  
25 NUMEROUS CASES THAT HAVE HELD AS SUCH.

1 IF THEY ARE INTERESTED IN EXPLORING THE  
2 CONTRACTUAL RELATIONSHIP BETWEEN APPLE AND UMG, THEY HAVE  
3 THE CONTRACTS AND THEY COULD TAKE A 30(B) CORPORATE  
4 REPRESENTATIVE OR SOMEONE WHO ACTUALLY ADMINISTERS THOSE  
5 CONTRACTS WHO WAS INVOLVED.

6 MR. JOBS IS NOT AN ATTORNEY, AND HIS OPINION  
7 ABOUT THAT CONTRACT IS IRRELEVANT TO THE CONSTRUCTION.  
8 IS IT A LICENSE OF A MASTER RECORDING OR NOT? THAT'S THE  
9 ULTIMATE CONTRACTUAL ISSUE. AND AS TO THAT, HIS PERSONAL  
10 OPINION IS COMPLETELY IRRELEVANT UNDER THE LAW OF  
11 CALIFORNIA.

12 SO POINTING TO THE ESSAY AND SAYING HE HAS  
13 PERSONAL KNOWLEDGE OF WHAT HE WROTE, CLEARLY HE HAS  
14 PERSONAL KNOWLEDGE OF WHAT HE WROTE; BUT THAT IS  
15 IRRELEVANT. THE REAL ISSUE IS WHAT IS THE CONTRACTUAL  
16 OBLIGATION BETWEEN UMG AND APPLE? AS TO THAT, THERE ARE  
17 MANY OTHER HIGHLY PREFERABLE WAYS OF EXPLORING THAT  
18 ISSUE.

19 THE COURT: WELL, I THINK HE IS TELLING ME THAT  
20 HE WRITES ABOUT SOMETHING AND HE ASSUMES WHEN HE WRITES  
21 ABOUT IT HE KNOWS ABOUT IT AND HE HAS SOME UNDERSTANDING  
22 OF WHAT HE WAS DOING, AND I DON'T THINK ANYBODY IN THIS  
23 COURTROOM WOULD SAY THAT HE DOESN'T KNOW WHAT HE IS  
24 DOING.

25 MR. RILEY: ABSOLUTELY.

1 THE COURT: SO I'M NOT SURE I AGREE COMPLETELY  
2 WITH THAT.

3 YOU WANT TO RESPOND?

4 MR. BUSCH: THE ONLY THING THAT I WOULD LIKE TO  
5 SAY IS THIS, YOUR HONOR: I AM LEAD COUNSEL IN ANOTHER  
6 CASE INVOLVING APPLE WHERE THIS SAME ISSUE IS AT PLAY,  
7 AND I AM PROHIBITED FROM A PROTECTIVE ORDER IN THAT CASE  
8 FROM USING INFORMATION FROM ONE CASE IN ANOTHER CASE, SO  
9 I CAN'T DISCUSS WHAT WAS SAID OR WHAT WASN'T SAID. I  
10 WILL SAY THIS, HOWEVER --

11 THE COURT: YOU ARE PIQUING MY CURIOSITY, BUT  
12 YOU'RE NOT ALLOWED TO GO ANY FURTHER.

13 MR. BUSCH: YES, YOUR HONOR. WE DID DEPOSE A  
14 MR. EDDY CUE IN THAT CASE IN CONNECTION WITH THIS  
15 DOCUMENT. MR. CUE IS NUMBER TWO OR NUMBER THREE AT APPLE  
16 IN THIS AREA.

17 THE COURT: SO YOU HAVE GONE DOWN THE LADDER ON  
18 THIS?

19 MR. BUSCH: IT WAS NOT ILLUMINATING. THE POINT  
20 IS, YOUR HONOR --

21 THE COURT: MR. CUE SAID, "YOU HAVE TO TALK TO  
22 MR. JOBS"?

23 MR. BUSCH: I CAN'T SAY.

24 THE COURT: AH.

25 MR. BUSCH: MR. JOBS IS THE PERSON WHO AUTHORED

1 THIS DOCUMENT. WE ARE TALKING ABOUT AN HOUR OR TWO OUT  
2 OF HIS TIME. HE IS A VERY SUCCESSFUL MAN; HE HAS MADE A  
3 LOT OF MONEY FOR HIS SHAREHOLDERS AND FOR APPLE IN  
4 CONNECTION WITH THIS AGREEMENT. THIS IS A VERY IMPORTANT  
5 ISSUE. WE ARE TALKING ABOUT NO MORE THAN TWO HOURS OF  
6 HIS TIME.

7 HE HAS GOT TO EAT LUNCH, PROBABLY EATS  
8 BREAKFAST ONCE IN A WHILE, AND I WOULD SUGGEST THAT WE  
9 ARE NOT ASKING FOR TOO MUCH; AND WE SHOULD BE ABLE TO ASK  
10 HIM ABOUT THIS DOCUMENT THAT HE AUTHORED, WHY HE USED THE  
11 LANGUAGE HE USED, WHY HE CHOSE TO USE THE WORD "LICENSE"  
12 OVER AND OVER AGAIN.

13 MR. RILEY: YOUR HONOR --

14 THE COURT: TWO HOURS. HE GETS TWO HOURS ON  
15 THE DEPOSITION OF MR. JOBS.

16 MR. BUSCH: THANK YOU, YOUR HONOR.

17 THE COURT: THANK YOU.

18 (WHEREUPON, THE PROCEEDINGS WERE ADJOURNED.)

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CERTIFICATE OF REPORTER

I, JANA L. RIDENOUR, OFFICIAL REPORTER PRO TEM  
IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF CALIFORNIA, 280 SOUTH FIRST STREET, SAN JOSE,  
CALIFORNIA, DO HEREBY CERTIFY:

THAT THE FOREGOING TRANSCRIPT IS A FULL, TRUE  
AND CORRECT TRANSCRIPT OF THE PROCEEDINGS HAD IN F.B.T.  
PRODUCTIONS, LLC AND EM2M, LLC, V. AFTERMATH RECORDS,  
INTERSCOPE RECORDS, UMG RECORDING, INC., AND ARY, INC.,  
CASE NO. C 08-80040 RMW (PVT), DATED APRIL 29, 2008; THAT  
I REPORTED THE SAME IN STENOTYPE AND TRANSCRIBED THE SAME  
BY COMPUTER-AIDED TRANSCRIPTION TO THE BEST OF MY ABILITY  
AS HEREIN APPEARS.

DATED THIS 19<sup>th</sup> DAY OF MAY, 2008.

Jana L. Ridenour, CSR # 9302  
JANA L. RIDENOUR, CSR  
OFFICIAL REPORTER PRO TEM  
LICENSE NUMBER C-9302

ORIGINAL